

UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF ADMINISTRATIVE LAW JUDGES

The Secretary,  
United States Department of Housing and  
Urban Development, on behalf of  
[REDACTED]

Charging Party,

v.

Robert Christensen, Linda Christensen, and  
Viking Villas, LLC,

Respondents.

HUD ALJ No.  
FHEO No. 08-14-0066-8

Date: July 15, 2015

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**CHARGE OF DISCRIMINATION**

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I. JURISDICTION

On January 24, 2014, Complainant [REDACTED] ("Complainant"), filed a verified Complaint with the United States Department of Housing and Urban Development (the "Complaint"), alleging that Respondents Robert Christensen, Linda Christensen, and Viking Villas, LLC, violated the Fair Housing Act as amended in 1988, 42 U.S.C. §§ 3601 *et seq.* (the "Act"), based on disability<sup>1</sup> by failing to grant her a reasonable accommodation. On July 18, 2014, Complainant amended the Complaint to allege violations of Sections 804(c) and 818. On February 18, 2015, Complainant amended the Complaint to add Respondent Viking Villas, LLC, as a Respondent, and to allege an additional 804(f)(1) violation.

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination on behalf of an aggrieved person or persons following an investigation and a determination that reasonable cause exists to believe that a discriminatory housing practice has occurred. 42 U.S.C. § 3610(g)(1)-(2). The Secretary has delegated that authority to the General Counsel, who has redelegated it to the Regional Counsel. 24 C.F.R. §§ 103.400, 103.405; 76 Fed. Reg. 42463, 42465 (July 18, 2011).

The Office of Fair Housing and Equal Opportunity Region VIII Director, on behalf of the Assistant Secretary for Fair Housing and Equal Opportunity, has determined that reasonable

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<sup>1</sup> The Fair Housing Act uses the terms "handicap," whereas this document uses the term "disability." Both terms have the same legal meaning. See *Bragdon v. Abbott*, 524 U.S. 624, 631 (1988).

cause exists to believe that a discriminatory housing practice has occurred in this case based on disability and has authorized and directed the issuance of this Charge of Discrimination. 42 U.S.C. § 3610(g)(2).

## II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE

Based on HUD's investigation of the allegations contained in the Complaint and the Determination of Reasonable Cause, Respondents Robert Christensen, Linda Christensen, and Viking Villas, LLC, (collectively, "Respondents") are hereby charged with violating the Act as follows:

### A. Legal Authority

1. It is unlawful to refuse to rent or to otherwise make unavailable or deny a dwelling to any renter because of a disability of that renter. 42 U.S.C. § 3604(f)(1); 24 C.F.R. §§ 100.50(b)(1), 100.60(a), 100.202(a). Discrimination includes a refusal to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204.
2. It is unlawful to discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of a handicap of that person. 42 U.S.C. § 3604(f)(2)(A) and (B). Discrimination includes a refusal to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204.
3. It is unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on handicap, or an intention to make such a preference, limitation, or discrimination. 42 U.S.C. § 3604(c); 24 C.F.R. §§ 100.50(b)(4), 100.75(a).
4. It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of her having exercised or enjoyed, or on account of her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Section 804 of the Act. 42 U.S.C. § 3617; 24 C.F.R. § 100.70.
5. The Act defines a "handicap" as a "physical or mental impairment which substantially limits one or more . . . major life activities." 42 U.S.C. § 3602(h)(1); 24 C.F.R. § 100.201.

B. Subject Property and Parties

6. Complainant has mental disabilities that substantially limit her ability to work. Complainant has a disability as defined by 42 U.S.C. § 3602(h).
7. The subject property is an apartment within Viking Villas, a 36-unit apartment complex comprised of three 12-unit apartment buildings located at [REDACTED] Sioux Falls, South Dakota ("Subject Property"). The Subject Property and its units are dwellings, as defined by the Act. 42 U.S.C. § 3602(b). Complainant moved into the subject property on December 1, 2005.
8. Respondents Robert and Linda Christensen purchased Viking Villas on December 2, 2013, and owned it at the time of the initial allegations. The Christensen Respondents managed Viking Villas at all times relevant to these allegations.
9. On March 24, 2014, after being notified of the initial Complaint, the Christensen Respondents incorporated Respondent Viking Villas, LLC, a South Dakota corporation; they subsequently transferred ownership of the Subject Property to Respondent Viking Villas, LLC. Respondent L. Christensen is the registered agent for Respondent Viking Villas, LLC.

C. Factual Allegations

10. Complainant rented the Subject Property from approximately December 1, 2005, until December 2014. Complainant's unit was a two-bedroom, first-floor apartment that included a garage.
11. According to her certified physician assistant, Complainant has and had a disability-related need for an assistance animal at the time of the alleged discriminatory events. Complainant's physician assistant issued her a hand-written prescription dated December 9, 2013, that stated, "Due to mental illness and disability, patient requires use of companion animal for emotional and psychiatric stability. Please accommodate this request."
12. Complainant's original lease contained a no-pet policy, which remained in effect at all times relevant to the complaint.
13. On or around January 7, 2014, Complainant called Respondent L. Christensen to request an exception to Respondents' no-pet policy in order to obtain an assistance animal. Complainant asked Respondent L. Christensen for permission to keep an assistance animal, to which Respondent L. Christensen said "no."
14. At the time she made the call, Complainant was in possession of the prescription that she had received from her physician assistant in December 2013. Complainant told Respondent L. Christensen, "I have a prescription for a companion animal right here

in my hands,” or words to that effect, but Respondent replied that she did not want to see it.

15. Complainant told Respondent L. Christensen again, “it’s a prescription for a dog,” to which Respondent L. Christensen replied, “if you feel you still need that prescription filled, you’ll need to give your 60 days’ notice because there are absolutely no animals allowed.”
16. Complainant ended the conversation by saying she was not submitting her 60 days’ notice, but that she would look around for other apartments.
17. Respondents had no written policy for reasonable accommodation requests—including requests for assistance animals—in January 2014.
18. On January 24, 2014, Complainant filed the HUD Complaint. The Christensen Respondents received notice of the HUD Complaint by certified mail on February 1, 2014.
19. Complainant purchased an assistance animal, Libby, on or around June 16, 2014. Libby is a Shih Tzu/Lhasa Apso mix. Complainant brought her to the Subject Property.
20. On or around June 17, 2014, Complainant sent Respondents a written reasonable accommodation request for an assistance animal by certified mail. In pertinent part, Complainant informed Respondents, “I am requesting reasonable accommodations for my disability. I have attached a prescription from my doctor for a dog.” Respondents received the request on June 20, 2014.
21. Soon thereafter, Respondent R. Christensen hand-delivered two documents to Complainant. The first document, dated June 23, 2014, was entitled “RE: Companion Animal Request, Received 6/20/2014.” In relevant part, the letter states:

On June 20, 2014, we received your request for a companion animal, accompanied by a note from your PA – dated 12/9/13.

Enclosed is our Companion Animal accommodation agreement. After you have completed this form, attach the verification of your animal’s proper current inoculations from the vet, and verification of your animal’s licensure with the city, then return all of that to us. Upon receipt of this information, we will then send written notice to you regarding approval of your request.

22. The second document was titled “Companion Animal / Pet Policy Agreement” (CA/PPA) and included the insignia of the Subject Property. The terms of the CA/PPA included overly burdensome and discriminatory provisions, including: (1) allowing the Landlord to revoke approval of assistance animals at their “sole discretion;” (2) requiring annual submission of evidence that animal is receiving proper veterinarian care; (3) imposing size, weight, and breed limitations on

assistance animals; (4) requiring that assistance animals be more than six months old at the time of move-in; (5) allowing the landlord to enter the apartment with notice to inspect for damage suspected to have been caused by the assistance animal; (6) imposing a \$25 fine for a one-time failure to immediately remove waste and a requirement that a tenant must have a “doggie bag” available for inspection when outside with her dog; and (7) allowing the landlord to evict tenants for failure to comply with any of the eight provisions of the CA/PPA.

23. Complainant declined Respondent R. Christensen’s request to sign the discriminatory CA/PPA form.
24. During the summer of 2014, Respondents moved into Viking Villas in the apartment across the hall from Complainant’s unit. Respondent R. Christensen designated the grass outside Complainant’s window as the spot where she could allow her dog to toilet, and would search the grassy area outside her window on a near-daily basis. Respondents also began to harass Complainant about the dog as well as other issues, such as doors and windows allegedly slamming.
25. Complainant became very concerned that Respondents would find an excuse to evict her because they did not want an assistance animal at the property. Complainant feared that if she was evicted, even for an illegal reason, she might lose her voucher. Although she would have preferred to stay at Vikings Villa, Complainant felt compelled to give Respondents her 30 days’ notice to vacate the Subject Property. Complainant moved out in late 2014.

D. Legal Allegations

26. Respondents violated Subsection 804(f)(2) of the Act by discriminating against Complainant on the basis of disability in the terms, conditions, or privileges of the rental of a dwelling, by refusing to grant Complainant’s requests for an accommodation to allow Complainant to keep an assistance animal in her apartment, when such an accommodation was necessary to afford Complainant an equal opportunity to use and enjoy the dwelling. 42 U.S.C. § 3604(f)(2) and (f)(3)(B); 24 C.F.R. § 100.204.
27. Respondents violated Subsection 804(f)(1) of the Act by making housing unavailable to Complainant because of disability by refusing to grant Complainant’s requests for an accommodation to allow Complainant to keep an assistance animal in her apartment, when such an accommodation was necessary to afford Complainant an equal opportunity to use and enjoy the dwelling. 42 U.S.C. § 3604(f)(1) and (f)(3)(B); 24 C.F.R. § 100.204.
28. Respondents violated Subsection 804(f)(2) of the Act by discriminating against Complainant on the basis of disability in the terms, conditions, or privileges of the rental of a dwelling, by requiring Complainant to comply with the terms of the June 2014 letter and the CA/PPA, which imposed mandatory burdensome and

discriminatory conditions on individuals with disabilities who request assistance animals. 42 U.S.C. § 3604(f)(2); 24 C.F.R. § 100.202(b)(1).

29. Respondents violated Subsection 804(c) of the Act when Respondent L. Christensen made statements to Complainant that indicated a preference, limitation, or discrimination based on disability. 42 U.S.C. § 3604(c); 24 C.F.R. § 100.75(a). This includes both verbal statements and the written CA/PPA. 42 U.S.C. § 3604(c); 24 C.F.R. § 100.75(a).
30. Respondents violated Section 818 of the Act when they retaliated against Complainant for requesting an accommodation and otherwise interfered with Complainant's right to benefit from a reasonable accommodation when they stated that Complainant would need to move out in order to obtain an assistance animal, when they subsequently imposed unreasonable burdens on Complainant through the development of the unduly restrictive CA/PPA, and when they made unreasonable demands on Complainant following her refusal to sign the CA/PPA. 42 U.S.C. § 3617; 24 C.F.R. § 100.400.

### III. CONCLUSION

WHEREFORE, the Secretary of the U.S. Department of Housing and Urban Development, through the Office of Regional Counsel, Region VIII, and pursuant to 42 U.S.C. § 3610(g)(2)(A) of the Act, hereby charges Respondents with engaging in discriminatory housing practices in violation of the Act and requests that an order be issued that:

1. Declares that the discriminatory housing practices of Respondents, as set forth above, violate subsections 3604(c), 3604(f), and 3617 of the Act, 42 U.S.C. § 3601 *et seq*;
2. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them from discriminating because of disability against any person in any aspect of the sale or rental of a dwelling;
3. Mandates Respondents, their agents, employees, and successors, and all other persons in active concert or participation with them, take all affirmative steps necessary to remedy the effects of the illegal, discriminatory conduct described herein and to prevent similar occurrences in the future;
4. Awards such monetary damages as will fully compensate Complainant for her damages caused by Respondents' discriminatory conduct, pursuant to 42 U.S.C. § 3612(g)(3);
5. Assesses a civil penalty against each Respondent for each violation of the Act that each Respondent has committed, pursuant to 42 U.S.C. § 3612(g)(3), 24 C.F.R. § 180.671(a)(1); and,
6. Awards any additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

Respectfully submitted,

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